

1873-008 Chancery Causes: Henry M. Harbor vs. Lewis Thomas  
Lee Co.

OA - Contract Dispute  
T - Property

To the Honorable Henry J. Morgan Judge of the  
County Court of Lee County Virginia;

The bill of Complaint of Henry M. Harbor  
of Lee County Virginia humbly Complaining respect-  
fully represents to Your Honor that on the 23<sup>rd</sup>  
day of August 1869 he Contracted Sold and de-  
livered possession to one Lewis Thomas of Said County  
a Certain tract or parcel of land lying and  
being in Lee County Virginia in the Tacket on the  
divide of the waters of Stone and Elys Creeks  
and which Contains two Hundred and Six  
and one half acres be the same more or  
less it being the same tract or parcel of land  
Conveyed to Your Orator by John Hedrick and  
the Said Lewis Thomas has been and still is  
in the interrupted possession of Said tract of  
land. The Said Lewis Thomas was to pay  
Your Orator \$400.00 for Said land one hun-  
dred dollars of which he has paid and Your  
Orator alleges that Said Thomas executed under  
his hand and Seal three obligations for the re-  
maining \$300. of \$100. each due respectively  
Jan 1<sup>st</sup> 1872 - Jan 1<sup>st</sup> 1873 and Jan 1<sup>st</sup> 1874  
the first of which obligations is in the words  
and figures following to wit:

"On or before the 1<sup>st</sup> day of Jan 1872 I bind"  
"myself my heirs &c to pay to Henry M. Harbor"  
"One hundred dollars to be discharged in"



"Hogs Cattle and wheat at the market prices"

"For value recd. Witness my hand and Seal this"

"Aug 23-1869 Lewis Thomas 

Thus it will be seen from the tenor and effect of Said obligation the Said Sum of \$100 to be discharged in hogs Cattle and wheat at the market prices became due and payable on or before the first day of January 1872 but Your Orator avers that the Said Lewis Thomas has never yet paid the Said Sum of \$100.00 or any part thereof to him either in hogs Cattle and wheat at the market prices or in money or in any other way but has hitherto failed and refused so to do and still does fail and refuse so to do and the Said Harbor avers that Said Thomas has been often requested by him to pay Said obligation and he having failed to pay the same when due in hogs Cattle and wheat at the market prices or at any other price Your Orator now claims the right to be paid in money with interest thereon from the first day of January 1872 till paid. Your orator alleges that this obligation is for a part of the purchase price of the Said land Your Orator sold to him and is therefore a vendors equitable lien on Said land which a Court of Chancery has the right to enforce and besides Your Orator alleges that in any event the Said

Lewis Thomas has not personal property over and above the exemption laws sufficient to satisfy Said note or obligation in case a Court of law was resorted to to enforce the Collection of the same

Now the object of this bill is to enforce the vendors <sup>equitable</sup> lien against Said land for the payment of the Said obligation due on or before the 1st day of Jan 1872 and Your orator being without an adequate remedy at law and best relivable in a Court of Chancery his prayer therefore is that the Said Lewis Thomas be made the party Defendant to this bill and that he be summoned and required to answer the same on his oath and upon a hearing of this Cause the vendors equitable lien of Your Orator against Said Lewis Thomas be enforced against Said land and the same be subjected to the payment of Said obligation and that such other further and general relief be extended to Your Orator as may be consistent with equity and justice & best suited to his case May the Commonwealth writ of Spca issue directed &c.

Sharp & Miller,



Colk to Sept Term 4.60  
A 15.00  
S 5.00  
\$20.10

Add for letter including  
dismission at morning 20.95  
Add for 6.00

Total cash 21.45

one half 10.74

S.M.

Henry M. Harbor

vs. Bice in Chy

Lewis Thomas

Obligation enclosed

1872. Aug Bill Filed, Jha Exerts  
Decree nisi.

" Sept L.A. can't set for hearing  
by Peff.

" Sept Decree for sale & Court.

" Oct. 1. A.C. Court.

" Decr Court.

1873. Jan'y Stricken from Decree.



Henry M. Harbor Plff. }  
against Lewis Thomas Def. } Decree final

This Cause came on this day again to be heard upon the papers formerly read in the Cause and it appearing to the Court that the parties had settled this Cause by the Defendant Lewis Thomas Surrendering back to Plaintiff the land in the bill mentioned and that each party was to pay half the Costs of this Suit It is therefore adjudged ordered and decreed that the said land in the bill mentioned sold by Plaintiff to Defendant be <sup>surrendered to the deft by the master executed dect & photo</sup> restored back to the Plaintiff and that the Plaintiff recover of the Defendant one half the Costs of this Suit and nothing further appearing necessary in the Cause the same is ~~stricken~~ <sup>stricken</sup> from the docket.



Henry M. Harbor  
vs. } Decree final,  
Lewis Thomas

Entered under Book page  
193.

James W. Corbett

Entered in Decree  
H. J. Morgan  
June 21 '1873



Henry M. Harbor. / In Chancery.  
v<sup>s</sup> } At the Sept<sup>r</sup> term  
Lewis Thomas, } of County Court for 1872.

This cause came on this 11<sup>th</sup> day of September 1872, to be heard on the bill and exhibits filed in the cause, and was argued by Counsel, and it appearing to the Court, that the subpoena in this case has been duly served on the Defendant, Lewis Thomas, more than one month before the commencement of this term of the County Court of Lee County, and the said Lewis Thomas not appearing and answering said bill, the said bill is taken for confessed, and it is adjudged, ordered and decreed that the said ~~Defendant~~ Plaintiff recover of the Defendant the sum of One Hundred Dollars, the sum sued on, together with legal interest thereon from the 1<sup>st</sup> day of January 1872 till paid, and the Costs of this suit; and it appearing to the Court, that the note sued on and filed among the papers in this cause, was executed in <sup>part</sup> consideration of the price of a certain tract or parcel of land, containing 206½ Acres, more or less, sold by Pltff to the Def<sup>t</sup>, and purchased by Def<sup>t</sup> from the Pltff, lying in Lee County, Virginia, it is also adjudged, ordered and decreed that the Vendor's lien on the said tract of land, as described in the bill filed by Pltff in this cause, be foreclosed, and that the said tract of land, or so much thereof, as may be necessary to pay said debt, principal and interest, and also the Costs of this suit, be sold by David Miller, who is appointed a special Commissioner for that purpose by the Court, who shall



proceed  
to sell the same, after giving public notice  
of the time terms and place of sale, by posting  
three written hand-bills, one on said land  
and the other two, at two of the most public  
places in the said County of Lee, on a credit  
of three, and six months, the purchaser  
giving bond with security to be approved  
by said Commissioner, for the payment  
of the purchase price of the same;

Provided that the purchaser shall pay  
in hand to said Commissioner a sum suf-  
ficient to pay the costs of this suit and costs of sale.

And provided further that said Deft.  
shall have one month from the time  
of the rendering of this decree to pay the  
principal and interest of said debt, and  
the costs of this suit. But if in one month  
he does not pay the same, then said Commr.  
shall proceed to sell said land, as above direc-  
ted, and report his proceedings, to a future  
Term of this Court, till which time, the  
Cause is continued.

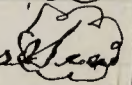
Henry Barber  
vs Decree  
Lewis Thomas

Entered under Decree  
120-8 121.

James W. Smith

Entered this day  
H. W. Morgan Feb 1/72



On or before The 1<sup>st</sup> day of Jan. 1872. I bind my-  
self my heirs: &c to pay to Henry M. ~~Harber~~  
One hundred dollars. To be discharged in hogs  
cattle and wheat at the market prices  
For value Recd Witness my hand and seal  
This Aug 23 1869. Lewis <sup>his</sup> Thomas   
mark



The Commonwealth of Virginia :

TO THE SHERIFF OF LEE

COUNTY - GREETING :

We command you to summon *Lewis Thomas*

to appear at the clerk's office of the county court of Lee, at the court house, on the first Monday in *July August* next, being Rule day, to answer a bill in chancery exhibited in our said court against *him* by *Henry M. Harlow*

and unless *he* shall answer the said bill within one month thereafter, the same will be taken for confessed, and the said court will decree accordingly. And have then there this writ. Witness, JAS. W. ORR, clerk of our said court at the court house, the 28<sup>th</sup> day of *June* 1872, in the 70<sup>th</sup> year of the Commonwealth.

*James W. Orr. Clerk.*



Henry M. Harbor

Spa in Chancery

Lewis Thomas.

August Rules 1872

Presented by delivering  
To Lewis Thomas &  
attested official copy

W. Y. Hamblin  
S. C.